

**A RESOLUTION APPROVING THE  
PURCHASE OF CERTAIN REAL ESTATE  
FOR THE FORT WAYNE WATER UTILITY  
AND STREET DEPARTMENT.**

**WHEREAS**, the City of Fort Wayne, through its Division of City Utilities and the Street Department, desires to purchase certain property located on Young Road, St. Joseph Township, specifically described in Exhibit "A," attached hereto and made a part hereof; and

**WHEREAS**, the Water Utility desires to purchase Site 5, 3.5 Acres on Young Road to construct a new 1.5 million gallon elevated storage tank; and

**WHEREAS**, the purchase price for said 3.5 acres of property is Thirty-Five Thousand and no/100 Dollars (\$35,000.00.); and

**WHEREAS**, the Street Department desires to purchase an additional 12 acres for a future satellite facility; and

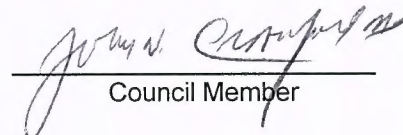
**WHEREAS**, the purchase price for said 12 acres of property is Forty Thousand and no/100 Dollars (\$40,000.00.)

**WHEREAS**, Sec. 37-19 of the City of Fort Wayne Code of Ordinances, requires the Common Council approval of any purchase of real estate by the City.

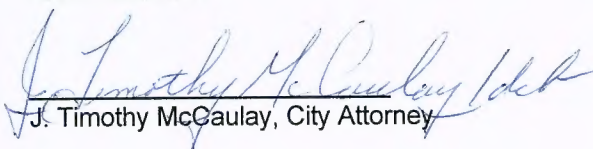
**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** The purchase of real estate by the City of Fort Wayne through its Division of City Utilities and the Street Department, described in Exhibit "A," is hereby approved and agreed to. The appropriate officials of the City are hereby authorized to execute all documents necessary to accomplish said purchase.

**SECTION 2.** This Resolution shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

  
J. Timothy McCaulay, City Attorney



A. Listing Broker Roy McNett Associates luc (# \_\_\_\_\_) By Roy McNett  
as (Seller's broker) (Limited agent)  
B. Selling Broker Harding, Dahm & Co., Inc. (# \_\_\_\_\_) By Richard P. Quillin  
as (Buyer's broker) (Seller's subagent) (Limited agent)

Date: \_\_\_\_\_

## PURCHASE AGREEMENT COMMERCIAL-INDUSTRIAL REAL ESTATE

1. **PARTIES:** John W. McNett ("Seller")  
agrees to sell and convey to City of Fort Wayne, or its assigns ("Buyer")  
and Buyer agrees to buy from Seller the following property for the consideration and upon and subject to the terms, provisions, and  
conditions hereinafter set forth.
2. **PROPERTY:** The property commonly known as Site 5, 3.5 Acres on Young Road  
is a tract of land situated in the City of St. Joseph Township, Allen  
County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto; and all privileges, and  
appurtenances pertaining thereto include any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's  
interest in and to all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property,  
Seller's interest in all service, maintenance, management or other contracts relating to the ownership or operation of the property, and  
Seller's interest in all warranties or guarantees relating to the Party being sold; all of the above hereinafter collectively called "Property,"  
and whose legal description is (Below) (Contained on Exhibit "A" attached hereto and incorporated herein):  
Site 5 containing 3.5 acres. See attached survey identified as Exhibit B. Legal  
description to follow.  
The metes and bounds description determined by the survey of the Property hereinafter provided for will replace Exhibit "A" attached  
hereto in the event it should differ from the attached exhibit. Any Property to be excluded from this sale should be set forth under  
Additional Provisions in Paragraph 5.
3. **PRICE:** The total purchase price shall be THIRTY FIVE THOUSAND AND NO/100  
(\$ 35,000.00), payable in (cash at closing) (accordance with the terms and conditions stated in this Agreement).
4. **EARNEST MONEY:** \$ 2,000.00 is herewith tendered and is to be deposited as Earnest Money with  
Roy McNett Assoc. Inc. TRUST 4607 as Escrow Agent, upon execution of this Agreement by both parties.  
If this Agreement is terminated by the Buyer, with cause as specified herein and within the applicable time period, the earnest money  
shall be returned to the Buyer.
5. **ADDITIONAL PROVISIONS:**  
  
See Contingencies attached hereto as Exhibit A.
- Included in this Agreement are the following addendums: (Place an X on the lines that are appropriate)
- |  |   |
|--|---|
| <input type="checkbox"/> Financing Addendum                    | <input type="checkbox"/> Feasibility Study Addendum     |
| <input type="checkbox"/> Apartment/Multi-Tenant Addendum       | <input type="checkbox"/> Representations & Warranties   |
| <input type="checkbox"/> Zoning/Governmental Approval Addendum | <input type="checkbox"/> of Seller Addendum             |
|  | <input type="checkbox"/> Tax Deferred Exchange Addendum |
6. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at the Title Company who insures this transaction or at  
such place as agreed by Seller and Buyer on or before November 30 19 96 or within 21 days  
after all contingencies are met, whichever is later, unless such date is changed  
in writing by Seller and Buyer, or otherwise extended as herein provided.
7. **POSSESSION:** The possession of the Property shall be delivered to Buyer (at closing) ~~on or before~~ ~~subject to tenant's rights, if applicable, in its present condition, ordinary wear and tear excepted.~~  
Seller agrees to maintain the Property and related equipment in good condition until possession is delivered to Buyer.
8. **INSPECTIONS:** Inspections shall be handled in accordance with paragraph A and B  
as set forth below:
- A. **BUYER RESERVES THE RIGHT TO HAVE AN ENVIRONMENTAL INSPECTION.** (Insert A and/or B or C)  
Environmental inspections shall be made  
within 60 days after offer is accepted by both parties with written reports delivered  
to the Seller and Buyer within 10 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or  
contractors, selected by Buyer, with a written report showing no environmental problems or violations. Inspections may include but  
are not limited to the presence of asbestos, hazardous and/or toxic materials, and underground storage tanks. If the Buyer does not make  
a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property shall be deemed to be  
acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major problem with the Property  
and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then this Agreement may be  
terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed towards closing.
- B. **BUYER RESERVES THE RIGHT TO HAVE THE PROPERTY INSPECTED.** All inspections shall be made within 60  
days after offer is accepted by both parties with written reports delivered to the Seller and Buyer within  
10 days thereafter. Said inspections are to be at Buyer's expense by qualified inspectors or contractors, selected by Buyer,  
with a written report showing said items to be in satisfactory condition. Inspections may include but are not limited to the condition of  
the following systems and components: heating, cooling, electrical, plumbing, roof, walls, ceilings, floors, foundation, basement,  
crawl space, well, septic, other: soil tests are acceptable to Buyer for its intended use  
If the Buyer does not make a written objection to any problem(s) revealed in the report within 1 days of its receipt, the Property  
shall be deemed to be acceptable. If the Buyer, in its reasonable discretion, believes that the inspection report reveals a major  
problem with the Property and the Seller is unable or unwilling to remedy the problem to the Buyer's reasonable satisfaction, then  
this Agreement may be terminated by the Buyer or such problem shall be waived by the Buyer and the transaction shall proceed  
towards closing.
- C. **BUYER HAS BEEN MADE AWARE THAT INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY  
ARE AVAILABLE AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE AS A CONDITION OF THE AGREEMENT  
THE ABOVE MENTIONED INSPECTIONS.** However, Buyer hereby waives inspections and relies upon the condition of the  
Property based upon his own examination and releases the Seller, the Listing and Selling Brokers and all salespersons associated  
with said Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the  
closing.



75. **9. TAXES:** Taxes on said real estate shall be handled in accordance with paragraph B as set forth below:  
76. (Insert A or B)  
77. **A.** Buyer will assume and agree to pay all installments of taxes on said real estate beginning with the installment due and payable  
78. on \_\_\_\_\_, 19\_\_\_\_, and all installments subsequent thereto.
79. **B.** All taxes assessed for any prior calendar year and remaining unpaid, shall be paid by Seller, and all taxes assessed for the current  
80. calendar year shall be prorated between Seller and Buyer on a calendar-year basis as of the day immediately prior to the Closing  
81. Date. If the tax rate for taxes assessed in the current year has not been determined at the closing of the transaction, said rate shall  
82. be assumed to be the same as the prior year for the purpose of such proration and credit for due but unpaid taxes.
83. **C.** If at the time of closing the tax bill for the Real Estate for the succeeding year has not been issued, taxes payable by either party  
84. shall be computed based on the last tax bill available to the closing agent. **WARNING:** The succeeding year's tax bill for recently  
85. constructed buildings may greatly exceed the last tax bill available to the closing agent.
86. **10. INSURANCE:** Insurance shall be cancelled as of the date of closing and the Buyer shall provide its own insurance.
87. **11. SURVEY:** A staked survey shall be furnished at Seller's expense. It shall comply with Minimum Standard Detail Requirements for Indiana  
88. Land Title Surveys, and shall reflect whether the Property is located in a designated flood zone area.
89. **12. TITLE AND SURVEY APPROVAL:** Seller shall deliver to Buyer within 15 days after all contingencies  
90. are met a Commitment for Title Insurance (the "Commitment") and, at Buyer's request,  
91. legible copies of all recorded instruments affecting the Property and recited as exceptions in the Commitment. If Buyer has an objection  
92. to items disclosed in such Commitment or the survey provided for herein, Buyer shall promptly make written objections to Seller after  
93. receipt of each such instruments. If Buyer or third party lender makes such objections or if the objections are disclosed in the  
94. Commitment, the survey or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed  
95. to cure the same, and the Closing Date shall be extended, if necessary. Seller agrees to utilize its best efforts and reasonable diligence  
96. to cure such objections, if any. If the objections are not satisfied within such time period, Buyer may (a) terminate this Agreement, or  
97. (b) waive the unsatisfied objections and close the transaction.
98. **13. PRORATIONS AND SPECIAL ASSESSMENTS:** Interest or any debt assumed or taken subject to, any rents, and all other income and  
99. ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to  
100. the Closing Date. Any special assessments applicable to the Property for municipal improvements previously made to benefit the  
101. Property shall be paid by Seller. Buyer will assume and agree to pay all special assessments for municipal improvements which are  
102. completed after the date of this Purchase Agreement.
103. **14. SALES EXPENSE:** Seller and Buyer agree that all sales expenses are to be paid in cash prior to or at the closing.
104. **A. SELLER'S EXPENSES:** Seller agrees to pay all costs of releasing existing loans and recording the releases; Owner's Title Policy;  
105. survey; tax statements; 1/2 of any closing fee; preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; the  
106. Professional Fee of 6 percent of the purchase price to the Broker(s) in this transaction; and other expenses stipulated to be  
107. paid by Seller under other provisions of this Agreement.
108. **B. BUYER'S EXPENSES:** Buyer agrees to pay all expenses incident to any loan (e.g. loan commitment fees, preparation of note,  
109. mortgage, and other loan documents, recording fees, Mortgagee's Title Policy, prepayable interest, credit reports); 1/2 of any closing  
110. fee; and expenses stipulated to be paid by Buyer under other provisions of this Agreement.
111. **15. DEFAULT:** If this Agreement becomes effective and Buyer, having no right or option to terminate this Agreement, fails to complete the  
112. purchase as provided in this Agreement, Buyer shall pay to Seller, as liquidated damages and not as a penalty, an amount equal to the  
113. greater of five percent (5%) of the Purchase Price, or the earnest money deposited by Buyer ("Damages"). If Buyer breaches this  
114. agreement, Seller shall be entitled to recover in addition to any remedies available under this Agreement, all reasonable costs and  
115. expenses, including attorney's fees, incurred by Seller due to Buyer's breach. Seller shall have no other remedy against Buyer at law  
116. or in equity. If Seller successfully collects damages from the Buyer due to Buyer's default (by means of a judgment, settlement, or by  
117. retention of the earnest money), then Seller agrees to pay the Listing Broker 0 of the amount collected in payment for  
118. Broker's services. Provided, however, the amount paid to Broker should not exceed the fee that could have been paid had this  
119. transaction closed. Earnest money deposited shall be credited against the Damages.
120. If Seller breaches this Agreement and is in default, then the Earnest Money shall be returned to Buyer. In addition, if Seller is in default,  
121. the Buyer may seek specific performance or any other remedy provided by law or equity against the Seller. In the event of Seller default,  
122. Seller shall immediately be obligated to pay the Listing Broker the entire fee that would have been paid had this transaction closed.
123. **16. ATTORNEY'S FEES:** Any signatory to this Agreement who is the prevailing party in any legal or equitable proceeding against any other  
124. signatory brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and  
125. reasonable attorney's fees from the non-prevailing party.
126. **17. ESCROW:** The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this  
127. Agreement and does not assume or have any liability for performance or non-performance of any party and (b) before the Escrow Agent  
128. has any obligation to disburse the Earnest Money in the event of dispute, he has the right to require from all signatories a written release  
129. of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At closing, Earnest Money  
130. shall be applied to any cash down payment required, next to Buyer's closing costs and any excess refunded to Buyer.
131. **18. DUTIES OF BUYER AND SELLER AT CLOSING:**
132. **A.** At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, the following:
133. (1) Except in the case of a sale via Conditional Sales Contract, a duly executed and acknowledged warranty  
134. Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances,  
135. conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Buyer in writing  
136. and an executed Vendor's Affidavit;
137. (2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company chosen by the Seller (the "Title  
138. Company") in the full amount of the Sales Price, dated as of closing, insuring Buyer's fee simple title to the property to be good and  
139. indefeasible, subject only to those title exceptions permitted herein, or as may be approved by Buyer in writing, and the standard  
140. printed exceptions contained in the usual form of the Title Policy, shall be deleted. However:
141. (a) Any expense in excess of the expense of an ALTA/ASCM Survey or ILTA Minimum Standard Detail Survey and a Vendor's  
142. Affidavit shall be an expense of \_\_\_\_\_;
143. (b) The exception as to restrictive covenants shall be endorsed "None of Record", unless any existing restrictive covenants are  
144. approved by Buyer;
145. (3) A Bill of Sale containing warranties to title, conveying title, free and clear of all liens, to any personal property specified herein and  
146. an assignment of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits,  
147. maintenance, management or other contracts, warranties or guaranties, all duly executed by Seller;
148. (4) A current rent roll duly certified by Seller, if applicable;
149. (5) Furnish evidence of its capacity and authority for the closing of this transaction;



150. (6) Seller agrees to provide Buyer with a certification establishing that no federal income tax is required to be withheld under the Foreign  
151. Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required, unless it is  
152. established that the transaction is exempt because the purchase price is \$300,000.00 or less and Buyer intends to use the Property  
153. as his residence;

154. (7) Execute all other necessary documents to close this transaction.

155. B. At the closing, Buyer shall perform the following:

156. (1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;

157. (2) Execute the note(s) and mortgage(s) provided for herein and cause the funds to be made available to the closing officer for  
158. disbursement;

159. (3) Furnish evidence of its capacity and authority for the closing of this transaction;

160. (4) Furnish to Seller and/or Third Party, at Buyer's expense, a mortgagee's policy issued by Title Company for the benefit of the holder(s)  
161. of the mortgage(s) provided for herein;

162. (5) Execute all other necessary documents to close this transaction.

163. 19. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Buyer may,  
164. at its option, terminate this Agreement by written notice to Seller within five (5) days after Buyer is advised of the commencement of  
165. condemnation proceedings, or Buyer shall have the right to appear and defend in such condemnation proceedings, and any award in  
166. condemnation shall, at the Buyer's election, become the property of Seller and reduce the purchase price by the same amount or shall  
167. become the property of Buyer and the purchase price shall not be reduced.

168. 20. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any  
169. such damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either (a) terminate this Agreement, or (b) elect  
170. to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be  
171. assigned in writing by Seller to Buyer.

172. 21. **RESPONSIBLE PROPERTY TRANSFER LAW:**

173. A. The Owner is not required to provide a Purchaser with a Disclosure Statement pursuant to Indiana's Responsible Party Transfer  
174. Law (I.C. Section 13-7-22.5-1 et seq) because (1) The Property does not contain any hazardous chemical or material; (2) the  
175. Property does not contain any underground storage tanks which are or have been utilized to hold petroleum or other regulated  
176. substances; (3) the Property is not listed on the Comprehensive Environmental Response, Compensation and Liability Information  
177. System; (4) and/or Property is exempt from the provisions of said law.

178. B. Provided, however, if, after execution of this Agreement, Seller learns that the Property comes within the terms of the Responsible  
179. Property Transfer Law, then Seller agrees to provide Buyer with the required Disclosure Document and comply with all other parts  
180. of this Law.

181. 22. **MISCELLANEOUS:**

182. A. Any notice provided under this Agreement shall be in writing and given to the other party at the party's address stated in this  
183. Agreement, or to the party's broker at the broker's principal place of business, or at such other address as a party may designate  
184. in a notice. Notice shall be deemed given when: (a) personal service of the notice is made on the party to be notified; (b) the notice  
185. is mailed to the party to be notified by means of certified or registered U.S. mail, return receipt requested, postage prepaid; or (c)  
186. the notice is sent to the party to be notified by express courier such as "Federal Express", "UPS", or such other similar carrier  
187. guaranteeing next day delivery.

188. B. This Agreement shall be construed under and in accordance with the laws of the State of Indiana.

189. C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors,  
190. administrators, legal representatives, successors, and assigns.

191. D. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or  
192. unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this  
193. Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

194. E. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written  
195. or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

196. F. Time is of the essence of this Agreement.

197. G. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular  
198. number shall be held to include the plural, and vice versa, unless the context requires otherwise.

199. H. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

200. I. By signing below, the parties to this transaction acknowledge receipt of a copy of this agreement.

201. 23. **TERMINATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by 11.59 (A.M. (P.M.)), the  
202. 27th day of AUGUST, 1996, this Purchase Agreement shall be null and void and all parties  
203. hereto shall stand relieved and released of any and all liability or obligations hereunder.

204. 24. **CONSULT YOUR ADVISOR:** Buyer and Seller acknowledge they have been advised that, prior to signing this Agreement, they should  
205. seek the advice of an attorney for the legal or tax consequences of this Agreement and the transaction to which it relates.

206. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, industrial hygienist or  
207. other person, with experience in evaluation the condition of the property, including the possible presence of asbestos, hazardous and/  
208. or toxic materials and underground storage tanks.

209. 25. **ACKNOWLEDGMENTS:** Buyer and Seller acknowledge that each has received agency disclosure forms, have had their agency  
210. options explained, and now confirm the agency relationships previously entered into and confirmed above. They further acknowledge  
211. that they understand and accept agency relationships involved in this transaction. By signature below the parties verify that they  
212. understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

213. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of  
214. which together shall constitute one and the same instrument. Delivery of this document may be accomplished by electronic facsimile  
215. reproduction (FAX); if FAX delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.



216. \_\_\_\_\_  
217. Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

*Linda Buskirk* 8/21/96  
Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

218. \_\_\_\_\_  
219. Printed \_\_\_\_\_

LINDA BUSKIRK  
Printed \_\_\_\_\_

220. \_\_\_\_\_  
221. Buyer's S.S. # or Taxpayer's I.D. # \_\_\_\_\_

\_\_\_\_\_  
Buyer's S.S. # or Taxpayer's I.D. # \_\_\_\_\_

222. \_\_\_\_\_  
223. Buyer's Address for Notice Purposes \_\_\_\_\_

224. **UNCONDITIONAL ACCEPTANCE BY SELLER**

225. Seller accepts the offer made by Buyer as set forth above, without change or condition. Dated: August 26, 19 96.

226. *John W. McNett*  
227. Seller's Signature \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature \_\_\_\_\_

228. *John W. McNett 314-10-7742*  
229. Printed or Typed Name and Tax I.D. Number \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name and Tax I.D. Number \_\_\_\_\_

230. *1918 CRESCENT AVE, FT. WAYNE 46805*  
231. Address \_\_\_\_\_

*Res #26426-7801*  
Telephone \_\_\_\_\_

232. **CONDITIONAL ACCEPTANCE BY SELLER [Counteroffer]**

233. Seller accepts the offer made by Buyer, SUBJECT, HOWEVER, TO THE FOLLOWING PROVISIONS:

234. \_\_\_\_\_

235. \_\_\_\_\_

236. \_\_\_\_\_

237. This counteroffer expires at 11:59 P.M. (local time), \_\_\_\_\_, 19\_\_\_\_\_. Dated: \_\_\_\_\_, 19\_\_\_\_\_.

238. \_\_\_\_\_  
239. Seller's Signature \_\_\_\_\_

\_\_\_\_\_  
Seller's Signature \_\_\_\_\_

240. \_\_\_\_\_  
241. Printed or Typed Name and Tax I.D. Number \_\_\_\_\_

\_\_\_\_\_  
Printed or Typed Name and Tax I.D. Number \_\_\_\_\_

242. \_\_\_\_\_  
243. Address \_\_\_\_\_

\_\_\_\_\_  
Telephone \_\_\_\_\_

244. **BUYER'S ACCEPTANCE OF SELLER'S COUNTEROFFER**

245. Buyer accepts and agrees to the provisions set forth in Seller's counteroffer. Dated: \_\_\_\_\_, 19\_\_\_\_\_.

246. \_\_\_\_\_  
247. Buyer's Signature \_\_\_\_\_

\_\_\_\_\_  
Buyer's Signature \_\_\_\_\_

248. **EARNEST MONEY**

249. Received \$ \_\_\_\_\_ as earnest money on \_\_\_\_\_, 19\_\_\_\_\_.

250. \_\_\_\_\_  
251. Signature of Broker \_\_\_\_\_

252. Received \$ \_\_\_\_\_ as additional earnest money on \_\_\_\_\_, 19\_\_\_\_\_.

253. \_\_\_\_\_  
254. Signature of Broker \_\_\_\_\_

*Linda Buskirk*  
*Jerome T. McChaffey*  
*John Stafford*  
8-21-96

## **EXHIBIT A**

### **Contingencies**

This offer to purchase is subject to the Buyer having ninety (90) days to obtain the following:

1. Buyer obtaining two (2) appraisals and the average of these two (2) appraisals must be equal to or greater than the purchase price.
2. Subject to Buyer being able to obtain necessary zoning and permits to construct a water tower that meets its requirements.
3. Subject to Buyer being able to obtain curb cut approvals that meet Buyer's requirements.
4. Subject to approval by Common Council of the City of Fort Wayne.

If any of the above contingencies are not met, Buyer shall have the option to terminate and cancel this agreement and all earnest money shall be returned to Buyer.

**Option.** Also, at closing Seller will grant Buyer an option to purchase an additional 12 acres for \$40,000.00, as shown on attached site plan highlighted in yellow. This option must be exercised by Buyer within one (1) year after closing on the initial 3.5 acres. If Buyer does not exercise said option within this option year, this option shall be null and void.







# The City of Fort Wayne

## City Utilities

January 3, 1997

Fort Wayne Common Council  
City/County Building  
One Main Street  
Ft. Wayne, IN 46802

Dear Council Member:

The Fort Wayne Water Utility has committed to construct a new 1.5 million gallon elevated storage tank in the Northeast section of Fort Wayne. This elevated tank will allow the Utility to maintain adequate volumes of water and more consistent pressure to our customers.

The Water Utility respectfully recommends that the Fort Wayne City Council approve the purchase of a 3.5 acre parcel of land along the west side of Young Road, north of Rothman Road, for construction of the aforementioned elevated storage tank. The \$35,000.00 cost associated with the purchase of this land will be funded by the proposed Water Bond Issue.

In addition, the Street Department, at this time, will exercise the option as stipulated in Exhibit A - Contingencies of the Purchase Agreement, and purchase the remaining 12 acres for \$40,000.00. This land will be utilized for a future Street Department satellite facility.

A Phase I Environmental Property Assessment was performed by Environment Technology Consulting Corporation on the 15.56 acre parcel. The report came back with no deficiencies cited.

Should you have any questions or need additional information, please feel free to contact me at 427-1142.

Sincerely,

Tim A. Warren  
Manager of Water Engineering

cc: Terry Atherton  
Steve Nielsen  
Linda Buskirk  
Bob Dinse  
Sandy Maldeney  
Chrono  
File



Read the first time in full and on motion by Crawford,  
and duly adopted, read the second time by title and referred to the  
Committee on Finance (and the City Plan Commission  
for recommendation) and Public Hearing to be held after due legal notice, at  
the Common Council Council Conference Room 128, City-County Building, Fort  
Wayne,, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, M., E.S.T. \_\_\_\_\_, at \_\_\_\_\_ o'clock

DATED: 1-14-97

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,  
and duly adopted, placed on its passage. PASSED LOST  
by the following vote:

|             | AYES | NAYS | ABSTAINED | ABSENT: |
|-------------|------|------|-----------|---------|
| TOTAL VOTES | 8    |      |           | 1       |
| BENDER      | ✓    |      |           |         |
| CRAWFORD    | ✓    |      |           |         |
| EDMONDS     | ✓    |      |           |         |
| HALL        | ✓    |      |           |         |
| HAYHURST    | ✓    |      |           |         |
| HENRY       | ✓    |      |           |         |
| LUNSEY      |      |      |           | ✓       |
| RAVINE      | ✓    |      |           |         |
| SCHMIDT     | ✓    |      |           |         |

DATED: 1-28-97

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ANNEXATION) \_\_\_\_\_ (APPROPRIATION) \_\_\_\_\_ (GENERAL) \_\_\_\_\_

(SPECIAL) \_\_\_\_\_ (ZONING) \_\_\_\_\_ ORDINANCE \_\_\_\_\_ RESOLUTION NO. R-04-97  
on the 28th day of January, 19 97

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Thomas P. Helmke  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 29th day of January, 19 97,  
at the hour of 10:30 o'clock A, M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 31st day of January,  
19 97, at the hour of 8:00 o'clock P M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR



**DIGEST SHEET**

**TITLE OF ORDINANCE** RESOLUTION

**DEPARTMENT REQUESTING ORDINANCE** WATER ENGINEERING/STREET

**DEPARTMENT**

**SYNOPSIS OF ORDINANCE** 1. Approves the purchase of 3.5 acres of property for the Water Utility to construct a new elevated water storage tank. Purchase price of \$35,000 will be funded through the Water Bond Issue.

2. Approves the purchase of an additional 12 acres by the Street Department to construct a future satellite location. Purchase price is \$40,000.

**EFFECT OF PASSAGE** Purchase Agreement is approved.

**EFFECT OF NON-PASSAGE** Purchase Agreement is not approved. Projects will not be completed.

**ASSIGNED TO COMMITTEE (PRESIDENT)** \_\_\_\_\_



BILL NO. R-97-01-04

*No Pass*

REPORT OF THE COMMITTEE ON FINANCE

JOHN N. CRAWFORD - DONALD J. SCHMIDT - CO-CHAIR  
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM  
WAS REFERRED AN (~~ORDINANCE~~) (RESOLUTION) approving the purchase  
of certain real estate for the Fort Wayne Water Utility and Street  
Department

HAVE HAD SAID (~~ORDINANCE~~) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(~~ORDINANCE~~) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

|                          |       |       |       |
|--------------------------|-------|-------|-------|
| <i>John N. Crawford</i>  | _____ | _____ | _____ |
| <i>Donald J. Schmidt</i> | _____ | _____ | _____ |
| <i>Thomas H. Hays</i>    | _____ | _____ | _____ |
| <i>Richard A. Bender</i> | _____ | _____ | _____ |
| <i>Robert J. Smith</i>   | _____ | _____ | _____ |
| <i>Rebecca J. Brown</i>  | _____ | _____ | _____ |
| _____                    | _____ | _____ | _____ |
| _____                    | _____ | _____ | _____ |

DATED: 1-28-97

Sandra E. Kennedy  
City Clerk